

<i>SERFF Tracking Number:</i>	<i>FRCS-127761297</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Gerber Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>50117</i>
<i>Company Tracking Number:</i>	<i>5478</i>		
<i>TOI:</i>	<i>L07I Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L07I.101 Fixed/Indeterminate Premium - Single Life</i>
<i>Product Name:</i>	<i>Simplified Whole Life</i>		
<i>Project Name/Number:</i>	<i>Gerber/173/173</i>		

Filing at a Glance

Company: Gerber Life Insurance Company

Product Name: Simplified Whole Life

TOI: L07I Individual Life - Whole

SERFF Tr Num: FRCS-127761297 State: Arkansas

SERFF Status: Closed-Approved-
Closed

Sub-TOI: L07I.101 Fixed/Indeterminate
Premium - Single Life

Co Tr Num: 5478

State Status: Approved-Closed

Filing Type: Form

Author: Kevin Wiggs

Reviewer(s): Linda Bird

Date Submitted: 10/27/2011

Disposition Date: 11/29/2011

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Gerber/173

Project Number: 173

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: Not yet filed in
domicile state (NY), but will be filed soon.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 11/29/2011

State Status Changed: 11/14/2011

Deemer Date:

Created By: Kevin Wiggs

Submitted By: Exselsa Cartwright

Corresponding Filing Tracking Number:

Filing Description:

We have been retained by Gerber Life Insurance Company to file the enclosed forms for approval in your state.

Our fee of \$350 has been sent by EFT on this same date.

The Company offers their assurances that the Complaint Notice required by Section 23-79-138 and the Guaranty Association notice required by Regulation 49 will be provided.

SERFF Tracking Number:	FRCS-127761297	State:	Arkansas
Filing Company:	Gerber Life Insurance Company	State Tracking Number:	50117
Company Tracking Number:	5478		
TOI:	L071 Individual Life - Whole	Sub-TOI:	L071.101 Fixed/Indeterminate Premium - Single Life
Product Name:	Simplified Whole Life		
Project Name/Number:	Gerber/173/173		

These forms are new and will not replace any previously approved forms on file. The forms are in final format.

Policy HWLP-11-AR is a level premium, level death benefit whole life plan to age 121. Policies are issued from age 18 through 80. Face amounts will range from \$10,000 through \$1 million, although lower face amount could be issued if it's a conversion from a group life policy.

Premiums vary by issue age, sex, face band and underwriting category. Premiums end at age 100. Also, at age 100, the cash value equals the face amount of the policy (i.e. for a \$50,000 face amount policy, the cash value and death benefit both equal \$50,000 at age 100). After age 100, the death benefit and cash value grow by 3% per year.

This product will not be illustrated.

Application, form AWLTL-11, and Reflexive Questions, form RQ-WLTL-11, will be used to apply for this whole life policy as well as a new term life policy that will be submitted to you under separate cover.

The following three riders will be offered with this policy.

Guaranteed Insurability Rider, form GIR-11-WL, is an optional rider which allows the owner to purchase additional insurance on the Insured on each option date under the terms described in the rider.

Waiver of Premium Rider, form WPB-11, is an optional rider which provides that the Company will waive the premium due for the policy and any riders issued under the policy or refund the premium paid after the Insured becomes Totally Disabled for a consecutive period of six (6) months. This rider may also be used with other policies approved by your Department in the future.

Accelerated Death Benefit Rider, form ADB-11-WL-AR, will always be issued with this policy. The rider allows the Owner to receive an Accelerated Death Benefit upon proof of the insured's contracting a terminal illness that will result in the death of the Insured in 12 months or less. There is no cost for this rider.

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

If you have any questions or need additional information, please call toll-free 1-800-927-2730. Thank you for your assistance.

Company and Contact

Filing Contact Information

SERFF Tracking Number: FRCS-127761297 State: Arkansas
 Filing Company: Gerber Life Insurance Company State Tracking Number: 50117
 Company Tracking Number: 5478
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life

Product Name: Simplified Whole Life
 Project Name/Number: Gerber/173/173

Kevin Wiggs, Compliance Specialist kevin.wiggs@firstconsulting.com
 1020 Central 800-927-2730 [Phone] 2736 [Ext]
 Suite 201 816-391-2755 [FAX]
 Kansas City, MO 64105

Filing Company Information

(This filing was made by a third party - FC01)

Gerber Life Insurance Company CoCode: 70939 State of Domicile: New York
 1311 Mamaroneck Avenue Group Code: Company Type:
 White Plains, NY 10605 Group Name: State ID Number:
 (914) 272-4025 ext. [Phone] FEIN Number: 13-2611847

Filing Fees

Fee Required? Yes
 Fee Amount: \$350.00
 Retaliatory? No
 Fee Explanation: AR fee of \$50 per form (7) = \$350
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Gerber Life Insurance Company	\$350.00	10/27/2011	53266145

SERFF Tracking Number:	FRCS-127761297	State:	Arkansas
Filing Company:	Gerber Life Insurance Company	State Tracking Number:	50117
Company Tracking Number:	5478		
TOI:	L071 Individual Life - Whole	Sub-TOI:	L071.101 Fixed/Indeterminate Premium - Single Life
Product Name:	Simplified Whole Life		
Project Name/Number:	Gerber/173/173		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	11/29/2011	11/29/2011
Approved-Closed	Linda Bird	11/14/2011	11/14/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	11/02/2011	11/02/2011	Lynn Cravin	11/10/2011	11/11/2011

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Accelerated Death Benefit Disclosure	Exselsa Cartwright	11/28/2011	11/28/2011

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Request to reopen	Note To Filer	Linda Bird	11/22/2011	11/22/2011
Request to Reopen	Note To Reviewer	Exselsa Cartwright	11/18/2011	11/21/2011

<i>SERFF Tracking Number:</i>	<i>FRCS-127761297</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>Simplified Whole Life</i>		
<i>Project Name/Number:</i>	<i>Gerber/173/173</i>		

Disposition

Disposition Date: 11/29/2011

Implementation Date:

Status: Approved-Closed

Comment: Company has replaced form WLADBD-11 Accelerated Death Benefit Disclosure on the original submission.

Rate data does NOT apply to filing.

SERFF Tracking Number: FRCS-127761297 State: Arkansas

Filing Company: Gerber Life Insurance Company State Tracking Number: 50117

Company Tracking Number: 5478

TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life

Product Name: Simplified Whole Life

Project Name/Number: Gerber/173/173

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Third Party Authorization		Yes
Supporting Document	Certification of Compliance		Yes
Form (revised)	Individual Whole Life Policy		Yes
Form	Individual Whole Life Policy	Replaced	Yes
Form	Guaranteed Insurability Benefit Rider		Yes
Form	Waiver of Premium Rider		Yes
Form	Accelerated Death Benefit Rider		Yes
Form	Life Application		Yes
Form	Reflexive Questions		Yes
Form (revised)	Accelerated Death Benefit Disclosure		Yes
Form	Accelerated Death Benefit Disclosure	Replaced	Yes

<i>SERFF Tracking Number:</i>	<i>FRCS-127761297</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>Simplified Whole Life</i>		
<i>Project Name/Number:</i>	<i>Gerber/173/173</i>		

Disposition

Disposition Date: 11/14/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: FRCS-127761297 State: Arkansas

Filing Company: Gerber Life Insurance Company State Tracking Number: 50117

Company Tracking Number: 5478

TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life

Product Name: Simplified Whole Life

Project Name/Number: Gerber/173/173

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Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Third Party Authorization		Yes
Supporting Document	Certification of Compliance		Yes
Form (revised)	Individual Whole Life Policy		Yes
Form	Individual Whole Life Policy	Replaced	Yes
Form	Guaranteed Insurability Benefit Rider		Yes
Form	Waiver of Premium Rider		Yes
Form	Accelerated Death Benefit Rider		Yes
Form	Life Application		Yes
Form	Reflexive Questions		Yes
Form (revised)	Accelerated Death Benefit Disclosure		Yes
Form	Accelerated Death Benefit Disclosure	Replaced	Yes

SERFF Tracking Number: *FRCS-127761297* *State:* *Arkansas*
Filing Company: *Gerber Life Insurance Company* *State Tracking Number:* *50117*
Company Tracking Number: *5478*
TOI: *L071 Individual Life - Whole* *Sub-TOI:* *L071.101 Fixed/Indeterminate Premium - Single Life*

Product Name: *Simplified Whole Life*
Project Name/Number: *Gerber/173/173*

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 11/02/2011
Submitted Date 11/02/2011
Respond By Date 12/02/2011

Dear Kevin Wiggs,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: The Arbitration provision is in violation of Arkansas law and regulation in reference to arbitration. Please review Ark. Code Ann. 23-79-203 and Bulletin 19-89 as to arbitration. Arkansas will only allow voluntary post dispute non-binding arbitration.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

SERFF Tracking Number: FRCS-127761297 State: Arkansas
Filing Company: Gerber Life Insurance Company State Tracking Number: 50117
Company Tracking Number: 5478
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: Simplified Whole Life
Project Name/Number: Gerber/173/173

Response Letter

Response Letter Status Submitted to State
Response Letter Date 11/10/2011
Submitted Date 11/11/2011

Dear Linda Bird,

Comments:

In response to your objection letter dated 11-2-11, on behalf of Gerber Life Insurance Company, we offer the following for your consideration.

Response 1

Comments: The Arbitration provision, which appeared on page 11 has been deleted. The entry for Arbitration was also removed from the Table of Contents on page 2.

Related Objection 1

Comment:

The Arbitration provision is in violation of Arkansas law and regulation in reference to arbitration. Please review Ark. Code Ann. 23-79-203 and Bulletin 19-89 as to arbitration. Arkansas will only allow voluntary post dispute non-binding arbitration.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Individual Whole Life Policy	HWLP-11-AR		Policy/Contract/Fraternal Certificate	Initial		55.000	HWLP-11-AR.pdf
Previous Version							
Individual Whole Life Policy	HWLP-11-AR		Policy/Contract/Fraternal Certificate	Initial		55.000	HWLP-11-AR.pdf

<i>SERFF Tracking Number:</i>	<i>FRCS-127761297</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Company Tracking Number:</i>	<i>5478</i>		
<i>TOI:</i>	<i>L071 Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L071.101 Fixed/Indeterminate Premium - Single Life</i>
<i>Product Name:</i>	<i>Simplified Whole Life</i>		
<i>Project Name/Number:</i>	<i>Gerber/173/173</i>		

No Rate/Rule Schedule items changed.

We trust this information will allow you to finalize review of this filing. If you need any further information or have any questions, please call toll-free 1-800-927-2730. Thank you for your assistance.

Sincerely,
Kevin Wiggs

SERFF Tracking Number: FRCS-127761297 State: Arkansas
 Filing Company: Gerber Life Insurance Company State Tracking Number: 50117
 Company Tracking Number: 5478
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: Simplified Whole Life
 Project Name/Number: Gerber/173/173

Amendment Letter

Submitted Date: 11/28/2011

Comments:

Subsequent to the approval of these forms, Gerber Life Insurance Company discovered a discrepancy in the reference to interest rate in the Cost of the Accelerated Death Benefit provisions. The interest rate in the disclosure statement did not match that in the rider.

Therefore, the Company, revised the Costs of the Accelerated Death Benefit Payment provision in the Disclosure Statement for the Accelerated Death Benefit, form WLADBD-11 to match that of the rider, form ADB-11-WL-AR. The reference to interest rate in the disclosure now reads, "Interest will accrue on the amount of the Accelerated Death Benefit at the lesser of the current yield on 90-day United States Treasury bills or Policy Loan interest rate."

We would like to replace the previously approved disclosure statement with the one submitted now. The Company has not issued this disclosure, and therefore would like to keep the same form number, WLADBD-11.

If you need any further information or have any questions, please call toll-free 1-800-927-2730. Thank you for your assistance.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
WLADBD-11	Other	Accelerated Death Benefit Disclosure	Initial				54.000	WLADBD-11.pdf

<i>SERFF Tracking Number:</i>	<i>FRCS-127761297</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Gerber Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>50117</i>
<i>Company Tracking Number:</i>	<i>5478</i>		
<i>TOI:</i>	<i>L071 Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L071.101 Fixed/Indeterminate Premium - Single Life</i>
<i>Product Name:</i>	<i>Simplified Whole Life</i>		
<i>Project Name/Number:</i>	<i>Gerber/173/173</i>		

Note To Filer

Created By:

Linda Bird on 11/22/2011 08:50 AM

Last Edited By:

Linda Bird

Submitted On:

11/22/2011 08:50 AM

Subject:

Request to reopen

Comments:

Filing has been re-opened in order for correction to be made.

<i>SERFF Tracking Number:</i>	<i>FRCS-127761297</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>Simplified Whole Life</i>		
<i>Project Name/Number:</i>	<i>Gerber/173/173</i>		

Note To Reviewer

Created By:

Exselsa Cartwright on 11/18/2011 05:29 PM

Last Edited By:

Exselsa Cartwright

Submitted On:

11/21/2011 05:09 PM

Subject:

Request to Reopen

Comments:

Subsequent to the approval of these forms, Gerber Life Insurance Company discovered a discrepancy in the reference to interest rate in the Cost of the Accelerated Death Benefit provisions. The interest rate in the disclosure statement did not match that in the rider. Therefore, could you please reopen the filing so that the we can replace the previously approved disclosure statement with the revised disclosure?

SERFF Tracking Number: FRCS-127761297 State: Arkansas

Filing Company: Gerber Life Insurance Company State Tracking Number: 50117

Company Tracking Number: 5478

TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life

Product Name: Simplified Whole Life

Project Name/Number: Gerber/173/173

Form Schedule

Lead Form Number: HWLP-11-AR

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	HWLP-11-AR	Policy/Cont Individual Whole Life Initial ract/Fratern Policy al Certificate	Initial		55.000	HWLP-11-AR.pdf
	GIR-11-WL	Policy/Cont Guaranteed ract/Fratern Insurability Benefit al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		52.600	GIR-11-WL.pdf
	WPB-11	Policy/Cont Waiver of Premium ract/Fratern Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.300	WPB-11.pdf
	ADB-11-WL-AR	Policy/Cont Accelerated Death ract/Fratern Benefit Rider al Certificate: Amendmen t, Insert Page, Endorseme	Initial		50.200	ADB-11-WL-AR.pdf

SERFF Tracking Number: FRCS-127761297 State: Arkansas
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 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: Simplified Whole Life
 Project Name/Number: Gerber/173/173

	nt or Rider			
AWLTL-11	Application/ Life Application	Initial	50.200	AWLTL-11.pdf
	Enrollment Form			
RQ-WLTL-11	Application/ Reflexive Questions	Initial	66.700	RQ-WLTL-11.pdf
	Enrollment Form			
WLADBD-11	Other Accelerated Death Benefit Disclosure	Initial	54.000	WLADBD-11.pdf

GERBER LIFE INSURANCE COMPANY

A Stock Company
Home Office

[1311 Mamaroneck Ave, White Plains, New York 10605]
Customer Service [1-800-253-3074]

Gerber Life Insurance Company ("We", "Our", "Us" or "the Company") promises to pay the Death Benefit to the Beneficiary, subject to the provisions of the Policy. The Death Benefit is payable upon receipt at Our Administrative Office of proof satisfactory to Us of the Insured's death. This Policy is issued in consideration of the Application and payment of the premium(s) as described within the Policy. This Policy is a legal Contract between the Owner ("You" or "Your") and Gerber Life Insurance Company. **READ YOUR POLICY CAREFULLY.**

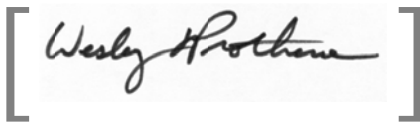
This Policy will not take effect until it has been approved and the initial full premium(s) due have been received by Us while all persons to be insured are alive and actually in the same state of health and insurability as described in the Application. You must notify Us of any changes to the statements and answers given by You in any part of the Application which occur before the policy is approved and payment is received by Us. Times referred to in the Policy begin at 12:01 A.M. Standard Time at the residence of the Insured.

DISCLOSURE: The policy may not qualify as life insurance after the Insured's attained age 100 under federal tax law and may be subject to adverse tax consequences. A tax advisor should be consulted. A tax advisor should also be consulted with regard to payout of the net cash surrender value on the Maturity Date.

NOTICE OF 30 DAY RIGHT TO EXAMINE POLICY

If for any reason You are not satisfied with this Policy, You may cancel it no later than thirty (30) days after the Policy has been received by You. You may cancel it by returning the Policy, with a written request to cancel, to the agent who sold it or to Our Administrative Office. Upon Our receipt of the Policy and request to cancel, the Policy shall be void from the inception. We will refund all premiums paid and it shall be as if no Policy was issued.

Signed by the Company:



President and CEO



Secretary

WHOLE LIFE POLICY

Insurance Payable at Death

Premiums are Payable to Age 100

Non-Participating – No Dividends Applicable

See Policy Specifications for Amount of Insurance and Premiums

TABLE OF CONTENTS

	Page
TABLE OF CONTENTS	2
POLICY SPECIFICATIONS	3
DEFINITIONS	5
PAYMENT OF PROCEEDS	6
Proceeds	6
Payment of Death Benefit	6
Death Benefit	6
Proceeds Payable Upon Surrender	6
Proceeds Payable At Maturity Date	6
Rider Proceeds	6
OWNERSHIP AND BENEFICIARY	6
Owner	6
Rights of the Owner	6
Transfer of Ownership	7
Beneficiary	7
Change of Beneficiary	7
Assignment	7
PREMIUMS	7
Premiums	7
When Premiums Are Due	7
Grace Period	8
Nonpayment of Premiums	8
Reinstatement	8
NONFORFEITURE	8
Cash Surrender	8
Reduced Paid-Up Insurance	9
Extended Term Insurance	9
Automatic Nonforfeiture Option	9
BASIS OF COMPUTATIONS	9
Cash Surrender, Reduced Paid-Up Insurance, and Extended Term Insurance	9
LOANS	9
Policy Loans	9
Loan Repayment	10
Indebtedness	10
Automatic Premium Loan	10
GENERAL PROVISIONS	10
Contract and Representations	10
Changes	10
Incontestability	11
Suicide	11
Misstatement of Age or Sex	11
Termination	11
Nonparticipating	11
Claims of Creditors	11

Additional benefits and riders, if any, and a copy of the Application are attached to the Policy.

POLICY SPECIFICATIONS

INSURED	[JOHN DOE]	POLICY NUMBER	[SPECIMEN]
FACE AMOUNT	[\$50,000]	SEX	[MALE]
RATE CLASSIFICATION	[STANDARD Non-Tobacco]	AGE	[35]
MATURITY DATE	[January 1, 2092]	POLICY DATE	[January 1, 2011]
OWNER	[JOHN DOE]	ISSUE DATE	[January 1, 2011]
BENEFICIARY	REFER TO APPLICATION – UNLESS SUBSEQUENTLY CHANGED		

FORM NO	BENEFIT	YEARS PAYABLE	ANNUAL PREMIUM
HWLP-11	FACE AMOUNT PAYABLE AT DEATH	To Age 100	[\$834.00]
ICC11- ADB-WL	Accelerated Death Benefit Rider	N/A	N/A
[ICC11- WPB	Waiver of Premium Rider	To Age 60	\$22.00]
[ICC11- GIR-WL	Guaranteed Insurability Rider	To Age 40	14.00]

Premium Mode Selected: [Annual]
Premium Due Date: [01/01]

Premium Modes Available:	Annual	Semi-Annual	Quarterly	Monthly and Credit Card	Monthly PAC
	[\$870.00]	[\$469.80]	[\$243.60]	[\$87.00]	[\$72.50]

BASIS OF COMPUTATION Cash values are based on the sex distinct, smoker/nonsmoker 2001 Commissioners Standard Ordinary mortality tables, curtate functions, on age last birthday basis, at 5% interest.

Jurisdiction of Issue: Arkansas

Dept. Telephone Number: Division of Insurance Telephone Number: 1-800-282-9134

POLICY SPECIFICATIONS
(continued)

TABLE OF GUARANTEED POLICY VALUES

THE VALUES SHOWN BELOW ARE THE GUARANTEED VALUES PROVIDED BY THE POLICY. THE VALUES ASSUME THAT THE FULL ANNUAL PREMIUM SHOWN ON THE POLICY SPECIFICATIONS PAGE IS PAID EACH YEAR. THE VALUES ASSUME NO ADJUSTMENT FOR INDEBTEDNESS SECURED BY THIS POLICY.

END OF POLICY YEAR	CASH OR LOAN VALUE	REDUCED PAID UP INSURANCE	EXTENDED TERM INSURANCE YEARS	DAYS
1	[0	0	0	0
2	0	0	0	0
3	200	1,250	3	40
4	600	3,500	7	301
5	1,050	5,900	11	313
6	1,500	8,050	14	272
7	2,000	10,300	17	15
8	2,500	12,350	18	265
9	3,000	14,200	19	328
10	3,550	16,150	20	334
11	4,100	17,900	21	242
12	4,650	19,500	22	79
13	5,250	21,150	22	270
14	5,850	22,600	23	24
15	6,450	23,950	23	80
16	7,100	25,350	23	130
17	7,800	26,750	23	177
18	8,500	28,000	23	183
19	9,200	29,150	23	152
20	9,950	30,350	23	125
AT AGE 65	18,200	39,050	20	119
AT AGE 100	50,000	50,000		
AT AGE 121	93,015]	-----		

Nonforfeiture Factor 458.75

CASH VALUES, REDUCED PAID-UP INSURANCE VALUES, AND EXTENDED TERM INSURANCE ARE BASED ON THE COMMISSIONER'S 2001 STANDARD ORDINARY SMOKER/NONSMOKER MORTALITY TABLE, AGE LAST BIRTHDAY AND THE INSURED'S SEX WITH INTEREST AT 5%.

VALUES FOR YEARS NOT SHOWN WILL BE FURNISHED UPON REQUEST.

DEFINITIONS

ADMINISTRATIVE OFFICE – The Company's office at [445 State Street, Fremont, MI 49412].

AGE - The Insured's age at last birthday.

APPLICATION - The Application for this Policy, including all signed questionnaires and amendments which are attached to and made a part of this Policy.

BENEFICIARY - The person or persons named to receive the Death Benefits of this Policy subject to its terms.

CASH VALUE - The Cash Value to age 121 is shown in the Table of Guaranteed Policy Values on the Policy Specifications Page.

The Cash Values shown assume that all premiums have been paid. The values assume no adjustment for Indebtedness secured by this Policy.

On and After the Policy Date upon which the Insured is age 100 the Cash Value will be the Cash Value at age 100 plus interest compounded annually at 3%.

DEATH BENEFIT – The Death Benefit, as stated in the Payment of Death Benefit provision, is the amount payable on the death of the Insured.

FACE AMOUNT - Until the Policy Date upon which the Insured is age 100, the amount as specified on the Policy Specifications page. On and after the Policy Date upon which the Insured is age 100, the Face Amount will be increased with interest compounded annually at 3%.

GRACE PERIOD – The amount of time the Owner has to pay overdue premiums before the Policy lapses as defined in the Grace Period provision.

HOME OFFICE - Gerber Life Insurance Company's office at the address shown on the first page.

INDEBTEDNESS – All existing loans or liens on this Policy plus unpaid earned interest.

INSURED - The person whose life is insured under the Policy and is named as such on the Policy Specifications page.

ISSUE DATE – The date the Policy is issued by the Company.

LAPSE – A Lapse is a termination of the Policy as defined in the Nonpayment of Premium provision.

MATURITY DATE – The date as set forth on the Policy Specifications page. If the Insured is alive on the Maturity Date we will pay the proceeds as provided in the Policy.

NET CASH VALUE - The Net Cash Value is the Cash Value less any Indebtedness and any unpaid and due premium.

OWNER - The Owner of the Policy is the person named on the Policy Specifications page.

POLICY DATE - The effective date of coverage under this Policy if all the terms of the Application and Policy are satisfied, including the payment of all premiums due. This is the date from which Policy anniversaries, Policy years, Policy months and premium due dates are determined. This date is shown on the Policy Specifications page.

PREMIUM – Premium is the amount due to Us payable at Our Administrative Office in the amount set forth on the Policy Specifications Page.

PAYMENT OF PROCEEDS

Proceeds

Proceeds mean the amount payable upon:

- (a) the death of the Insured; or
- (b) surrender of the Policy; or
- (c) The Maturity Date.

Payment of Death Benefit

The Death Benefit of this Policy will be paid, in accordance with its terms, upon receipt of proof, satisfactory to Us, at Our Administrative Office that the Insured has died. Interest on the Death Benefit will accrue from the date of death to the date of payment at a rate equal to the rate for proceeds left on deposit with Us or if We have not established a rate for funds left on deposit, at the Two Year Treasury Constant Maturity Rate as published by the Federal Reserve. If the Death Benefit has not been paid within 30 days after due proof of death is received, interest will be added to this amount at a rate of 8% per year.

Death Benefit

The Death Benefit payable at the death of the Insured is:

1. The Face Amount; plus
2. Any premium paid for a period after the end of the Policy month in which the Insured dies; less
3. The amount of premium due to the end of the Policy month in which the Insured dies; less
4. Any Indebtedness under the terms of this Policy.

Proceeds Payable Upon Surrender

You may, upon written request, surrender this Policy at any time. If the Policy is surrendered, the proceeds payable will be the Net Cash Value determined at the beginning of the Grace Period, if any, as provided in the Nonforfeiture Cash provision. Payment will terminate this Policy.

Proceeds Payable At Maturity Date

If the Insured is alive on the Maturity Date, We will pay the Net Cash Value to the Owner. Payment will terminate this Policy. We may require that the Policy be returned to Us before we make any payment.

Rider Proceeds

Proceeds payable under any rider attached to the Policy will be governed by the terms of the Rider, subject to applicable provisions of this Policy.

OWNERSHIP AND BENEFICIARY

Owner

The Owner is the person named on the Policy Specifications page or in any subsequent changes shown in Our records. If an Owner is not named on the Policy Specifications page, the Insured is the Owner. In the event that more than one Owner is named, all elections and other actions that may be taken by the Owner pursuant to the terms of the Policy require joint action of all such persons.

Rights of the Owner

While the Insured is living, You may exercise all rights allowed in this Policy. These rights include, but are not limited to:

1. changing the beneficiary;
2. transferring ownership or assigning this Policy;
3. receiving benefits; and
4. reinstating this Policy.

The consent of any irrevocable beneficiary needs to be obtained to change a beneficiary.

Transfer of Ownership

If You transfer ownership of this Policy, Your ownership rights terminate and the new Owner will be entitled to all rights available under this Policy. To transfer ownership, We must receive a written request from You on a form satisfactory to Us during the lifetime of the Insured. The written consent of any irrevocable beneficiary on a form satisfactory to Us is also required. Your written request, unless otherwise specified by You, will not be effective until it is received in Our Administrative Office. Once received it will be effective as of the date you signed the request. A transfer of ownership will not apply to any actions, including payments, taken by Us before the transfer has been received by Us.

Beneficiary

The Primary Beneficiary(ies) and any contingent Beneficiary(ies) are named in the Application or last beneficiary designation filed with Us. If more than one Primary Beneficiary is named, death benefits will be paid in equal shares to the primary beneficiaries who survive the Insured unless the Owner has provided otherwise in the Application or last designation. If no Primary Beneficiary is living when the Insured dies, death benefits will be paid in equal shares to the contingent beneficiaries who survive the Insured unless the Owner has provided otherwise in the Application or last designation. If no Beneficiary is living when the Insured dies, death benefits will be paid to You, if You are living, otherwise to Your estate.

Change of Beneficiary

To change a beneficiary we must receive a written request from You on a form satisfactory to Us during the lifetime of the Insured. The written consent of any irrevocable beneficiary on a form satisfactory to Us is also required. Your written request will not be effective, unless otherwise specified by You, until it is received in Our Administrative Office. Once received it will be effective as of the date You signed the request. A change of beneficiary will not apply to any actions, including payments, taken by Us before the change has been received by Us.

Assignment

This policy may be assigned. No assignment will be recognized by Us unless a copy is filed with Us. We are not responsible for the validity of any assignment. Any claim by an assignee is subject to proof of the validity and extent of the assignee's interest in the Policy. Assignments, unless otherwise specified by You, shall take effect on the date You signed the assignment, subject to any payments made or actions taken by Us prior to the receipt of this notice.

PREMIUMS**Premiums**

Premiums are payable in the amount and frequency shown on the Policy Specifications page. You may change the frequency of the premium payment subject to Our approval. If a part of the premium ceases to be payable under the provision of a Rider, the premium will be reduced accordingly. If premiums are paid more frequently than on an annual basis, their sum total may be more than the annual premium for the same time period. Premiums shall neither be due nor accepted after age 100.

When Premiums Are Due

The first premium is due as of the Policy Date. Premiums are payable at Our Administrative Office. Each subsequent premium, after the first premium, is due on the first day following the period covered by the preceding premium.

To keep this contract in full force, all premiums must be paid when due, or before the end of the 31-day period after the due date of an unpaid premium, as described in the Grace Period provision.

Grace Period

A Grace Period of 31 days will be allowed for payment of a premium after its due date. The Grace Period does not apply to the first premium. Your Policy will continue in force during the Grace Period.

If the Insured dies during the Grace Period, We will deduct from the proceeds of the Policy, the past premiums due from the due date up to the last day of the Policy month in which the Insured dies.

Nonpayment of Premiums

If any premium is not paid when due and if such premium is not paid within the Grace Period, such premium shall be in default. If this happens, this is referred to as a lapse. If this Policy has a Net Cash Value, the Nonforfeiture Options provision will apply.

Reinstatement

If this Policy Lapses, and it has not been surrendered for cash or cancelled, the Owner may reinstate it within three years after the due date of the first unpaid premium, subject to the following requirements:

1. Receipt of a written application for reinstatement on a form provided by Us to You upon written request to Our Administrative Office;
2. Evidence of insurability satisfactory to Us;
3. Payment of all overdue premiums with 6% interest compounded annually. Compounding of interest means that each year interest is added to the amount owed and begins to bear interest itself.
4. Repayment or reinstatement of any Indebtedness that existed when the Policy lapsed with 8% interest compounded annually. Interest will begin on the date of reinstatement.

The suicide provision does not begin anew after reinstatement. We may contest a reinstated Policy until it has been in force during the Insured's lifetime for a period of two years from the date of reinstatement. Thereafter, the reinstated Policy is incontestable. We may contest the reinstated Policy only with respect to representations made in the application for reinstatement.

NONFORFEITURE

If You terminate this Policy or stop paying premiums after this Policy has a Net Cash Value and the Automatic Premium Loan provision does not apply, Prior to the Policy Date upon which the Insured is age 100, You may elect one of the Options described below.

Your written request must be received by Us at Our Administrative Office by the end of sixty (60) days after the due date of the premium in default. If no written request is received, the Automatic Nonforfeiture Option provision will apply.

The Guaranteed Policy Values for the Options described below are shown in the Table of Guaranteed Policy Values on the Policy Specifications Page.

Cash Surrender

Surrender consists of Our payment to You of the Net Cash Value. The Net Cash Value will be the amount determined at the beginning of the Grace Period, if any. Upon payment of this Option, this Policy will terminate.

If the Policy is surrendered within thirty-one (31) days after a Policy anniversary, the Net Cash Value will be the Cash Value on that anniversary, less any Indebtedness made on or after such anniversary and any unpaid and due premium.

We may delay paying the Net Cash Value for not more than six (6) months after the date the written request for surrender is received.

Reduced Paid-Up Insurance: If this option is elected, this Policy will continue as Paid-Up insurance. The Net Cash Value will be the amount determined at the beginning of the Grace Period. The amount of the Paid-Up insurance purchased will be the amount the Net Cash Value will purchase at the Insured's sex, original rate classification and attained age at the beginning of the Grace Period.

Extended Term Insurance: *(The option is not available to any insured that has a rate classification of Substandard as noted on the Policy Specification page.)* If this Option is elected, We will apply the Net Cash Value as a net single premium to purchase term life insurance at the Insured's sex, original rate classification and attained age. The Net Cash Value will be the amount determined at the beginning of the Grace Period. The amount of term insurance purchased will be the Face Amount less any outstanding indebtedness. The term period will be that which the Net Cash Value will purchase when applied as a net single premium. The term period will begin at the beginning of the Grace Period. At the end of the term period, this Policy will terminate without value.

Automatic Nonforfeiture Option

Prior to the Policy Date upon which the Insured is age 100, if no written request is received from You by the end of the Grace Period, the Automatic Nonforfeiture Option will be Extended Term Insurance. However, if the Insured is in a substandard rate classification the Automatic Nonforfeiture Option will be Reduced Paid-Up Insurance.

BASIS OF COMPUTATIONS

Cash Surrender, Reduced Paid-Up Insurance, and Extended Term Insurance

Values are based on the mortality table and the interest rate shown in the Table of Guaranteed Policy Values within the Policy Specifications page, showing the cash values, if any and paid-up Nonforfeiture benefits, if any, available under the Policy during the term of the Policy. Such values are calculated upon the assumption that there is no Indebtedness on the Policy.

The nonforfeiture values for this Policy are equal to or greater than those required by law. The nonforfeiture values are calculated in accordance with the NAIC Standard Nonforfeiture Law for Life Insurance, model #808. A detailed statement of the method of computing values has been filed with the state in which this Policy is delivered.

Any Cash Surrender Value and any paid-up Nonforfeiture benefit available under the Policy in the event of default in premium payment due at any time other than on a Policy anniversary will be calculated with allowance for the lapse of time and the payment of the fractional premiums from the last preceding Policy anniversary.

LOANS

Policy Loans

You may obtain a loan while this Policy is in force. This Policy is the security for the loan.

However, if this Policy is in force under Extended Term Insurance of the Nonforfeiture Options provision, You may not obtain a loan.

The loan may not exceed the Net Cash Value on the next Policy anniversary.

Loan interest is payable in arrears at a fixed loan interest rate of 8.0% per year during the entire life of the Policy. Interest will be compounded annually and will be applied to the average loan balance during the year. The year will start on the date the loan is made and end 365 days later.

Loan interest will accrue from the date each loan is made. Interest is payable in each Policy year or on each Policy Anniversary if the Policy is continued under Reduced Paid-Up Insurance of the Nonforfeiture Options.

We may delay making a loan, unless it is being used to pay premiums, for not more than six (6) months after the date the application for the loan is received.

Loan Repayment

A loan may be repaid at any time while this Policy is in force. A loan that exists at the end of the Grace Period may not be repaid unless this Policy is reinstated.

Indebtedness

Indebtedness means all existing loans or liens on this Policy plus unpaid earned interest. Existing Indebtedness, including any due and accrued interest and any unpaid premiums to the end of the current policy year shall be deducted from the loan value or the proceeds of the loan. Any Indebtedness that has not been repaid shall be deducted from any Death Benefit that is paid. If at any time the total indebtedness equals or exceeds the Cash Value, this Policy will terminate without value. Termination will occur thirty-one (31) days after Our notice has been mailed to Your address and the address of any assignee of record.

Automatic Premium Loan

We will automatically make a loan to cover a premium not paid by the last day of the 31-day grace period. The loan will be made as of the premium due date for a monthly premium. We will not make an automatic premium loan that will cause the policy debt to exceed the Net Cash Value on the next Policy anniversary. In such case, this provision will not apply and the Nonforfeiture provisions of this Policy will apply.

You may elect to terminate this automatic premium loan provision at any time. The cancellation will apply to premiums coming due after the date We receive written notice of cancellation at Our Administrative Office.

GENERAL PROVISIONS

Contract and Representations

This Policy is a legal contract. It is between the Owner and Us. It consists of:

1. the Policy, endorsements, riders, and attachments, if any; and
2. any Application attached to the Policy.

This Policy constitutes the entire contract between You and Us.

Statements in any Application are in the absence of fraud deemed representations, not warranties. Unless a part of the Policy, no statement by You or the Insured will:

1. reduce benefits; or
2. be used as a defense to a claim.

Changes

The terms of the Policy may be altered only by written agreement signed by Our President or a Vice President. This authority cannot be delegated.

Incontestability

Except after reinstatement, we cannot contest this Policy or any attached rider after it has been in force during the Insured's lifetime for a period of two years from the Issue Date except for failure to pay premiums or fraud. Any addition of a rider after the Issue Date shall be incontestable, after it has been in force during the Insured's lifetime for 2 years after the effective date of such addition of rider, except as to fraud. We may contest this Policy or any rider on the basis of any material misrepresentation in the Application, supplemental application, reinstatement application or other document signed by You that becomes part of the Policy.

Suicide

If the Insured dies by suicide within two years from the Issue Date, the only amount payable by Us will be the premium paid for the Policy.

Misstatement of Age or Sex

If the Insured's Age or Sex has been misstated in the Application, the Face Amount will be that which the most recent premium paid would have bought for correct Age or Sex.

Termination

This Policy will terminate on the earliest of:

1. The date We receive a written request from the Owner to terminate the Policy;
2. The date the Insured dies;
3. The Maturity Date; or
4. Subject to the Nonforfeiture Provision, the end of the Grace Period, if a past due premium remains unpaid.
5. The date on which this Policy is surrendered.

Nonparticipating

This Policy does not share in Our earnings.

Claims of Creditors

All payments under this Policy are exempt from the claims of creditors to the fullest extent permitted by law. Payments may not be assigned without Our consent.

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WHOLE LIFE POLICY
Insurance Payable at Death
Premiums are Payable to Age 100
Non-Participating – No Dividends Applicable
See Policy Specifications for Amount of Insurance and Premiums

GERBER LIFE INSURANCE COMPANY

A Stock Company
Home Office
[1311 Mamaroneck Ave, White Plains, New York 10605]
Customer Service [1-800-253-3074]

GERBER LIFE INSURANCE COMPANY

[1311 Mamaroneck Avenue
White Plains, New York]

GUARANTEED INSURABILITY BENEFIT RIDER

Gerber Life Insurance Company has issued this Rider as part of the Policy to which it is attached, provided that the Rider is listed on the Policy Specifications page.

You may purchase additional insurance on the Insured on each option date. The Policy must be in force on a premium paying basis. No option may be exercised, if on that date premiums are being waived under a waiver of premium rider. The Company will not require evidence of insurability for this purchase. The Company will issue a new Policy. The premiums will be based upon the Age of the Insured on the Option Date and the Risk Classification shown in the Policy Specifications.

This Rider has no cash value. All terms of the Policy which are not inconsistent with this Rider apply to this Rider.

OPTION DATES

Option Dates are the Policy anniversaries that occur when the Insured's age is 25, 28, 31, 34, 37, or 40

ADVANCE OPTION

You may advance the next option date that occurs after any of the following events:

- a. the Insured's marriage
- b. the birth of the Insured's child, or
- c. the Insured's legal adoption of a child.

The event must occur while this Rider is in force on a premium paying basis. The Company may require proof of the marriage, birth, or adoption.

The date of your written request will become the option date; it will replace the option date you advanced.

ELECTION OF OPTION

The Company must receive your written request for the purchase, together with any required additional premium for the new policy;

- a. within 30 days before the option date, or
- b. if you want to make an advance option purchase, within 90 days after the event.

If You are not the Insured, You must provide the written consent of the Insured for each option exercised.

OPTION AMOUNT

Insurance may be purchased on each option date. The minimum amount of insurance that may be purchased is \$5,000. The Company will waive any minimum death benefit requirements for the new policy. The maximum amount of insurance that may be purchased on any one election date is the lesser of \$50,000 or twenty-five percent (25%) of the Policy face amount. The maximum amount that may be purchased on all options is the lesser of \$200,000 or the face amount of the Policy to which this rider is attached.

EFFECTIVE DATE OF NEW INSURANCE

The effective date of the insurance purchased will be the Option Date if the Insured is then alive. If the Insured dies before an Option Date, any additional life insurance which has been applied for will not take

effect and any premium paid for such insurance will be refunded. At Your option, the premium paid for such insurance may be applied to pay other premium due under the Policy.

INCONTESTABILITY and SUICIDE

The contestable period and the Suicide provision of the insurance purchased under a new policy will be measured from the Issue Date of this Rider.

REINSTATEMENT

If the Policy is reinstated, this Rider may be reinstated upon the same terms and conditions as stated in the Policy.

TERMINATION

This Rider will terminate at the earliest of the following dates:

1. the option date that occurs when the Insured's age is 40 or the date on which the option is advanced,
2. the date the Policy is terminated for any reason or is continued under a nonforfeiture option,
3. the anniversary date on or next following receipt of a written request to cancel this Rider,
4. death of the Insured,
5. none payment of the premium for this rider.
6. the date the fourth (4th) option is exercised, or
7. the date maximum amount of additional insurance as provided in the Option Amount has been purchased.

CONSIDERATION

This benefit is issued in consideration of the premium shown in the Policy Specifications and the application, a copy of which is attached to the Policy.

ISSUE DATE

The Issue Date of this Rider will be the Policy Issue Date, unless a later date is shown below.

Issue Date:



President & CEO

GERBER LIFE INSURANCE COMPANY

[1311 Mamaroneck Avenue
White Plains, New York 10605]

WAIVER OF PREMIUM RIDER

Gerber Life Insurance Company has issued this Rider as a part of the Policy to which it is attached, provided the benefit is listed on the Policy Specifications page.

This Rider has no cash value. All terms of the Policy which are not inconsistent with this Rider apply to this Rider.

DISABILITY BENEFIT

The Company will waive the premium due for the Policy and any riders listed on the Policy Specifications page or refund any such premium paid after the Insured qualifies for Waiver of Premium as follows:

1. **If the insured's total disability begins before the Policy Anniversary on which the Insured attains Age 60**, We will waive all premiums due for the period that the Insured continues to be totally disabled. If such period extends to the Policy anniversary on which the Insured attains age 65, We will waive all further premiums due for the Insured under the Policy; or
2. **If the Insured's total disability begins after the Policy Anniversary on which the Insured attains Age 60**, We will waive all premiums due for the Insured under the Policy for the period that the insured continues to be totally disabled, but only up to the benefit anniversary on which the insured attains age 65.

QUALIFYING FOR WAIVER OF PREMIUM

The Insured will qualify for Waiver of Premium if they are Totally Disabled for a consecutive period of six (6) months.

TOTALLY DISABLED DEFINITION

Totally Disabled means:

1. **During the first 24 months of total disability**, the Insured is unable to perform the substantial and material duties of their job due to sickness or accidental bodily injury; and
2. **After the first 24 months of total disability**, the Insured, due to sickness or accidental bodily injury, is unable to perform any of the substantial and material duties of their job, or any other job for which they become reasonably suited by education, training or experience. If the Insured is a homemaker the Insurer will be deemed Totally Disabled if they are unable to perform the substantial and material duties of a homemaker due to sickness or accidental bodily injury.

Even if working, the Insured will be deemed Totally Disabled if they have lost and cannot recover any of the following:

1. The sight of both eyes;
2. The hearing in both ears;
3. Speech
4. Both hands at or above the wrists;
5. Both feet at or above the ankles; or
6. One hand and one foot at or above the joints.

EXCLUSIONS

Premiums will not be waived for:

1. Total disability caused or contributed to by any attempt at suicide, or intentionally self-inflicted injury, while sane or insane;

2. Total disability caused or contributed to by "war" or "act of war," as defined in the standards for the exclusions provision of the individual life policy;
3. Total disability caused or contributed to by active participation in a riot, insurrection or terrorist activity;
4. Total disability caused or contributed to by committing or attempting to commit a felony;
5. Total disability caused or materially contributed to by voluntary intake or use by any means of:
 - a. Any drug, unless prescribed or administered by a physician and taken in accordance with the physician's instructions; or
 - b. Poison, gas or fumes, unless a direct result of an occupational accident;
6. Total disability occurring after the benefit anniversary on which the insured attains age 65;
7. Total disability caused or contributed to by intoxication as defined by the jurisdiction where the total disability occurred;
8. Total disability caused or materially contributed to by participation in an illegal occupation or activity; and/or
9. Total disability caused or contributed to by any condition disclosed in the application and explicitly excluded in a form attached to the policy.

NOTICE AND PROOF OF TOTAL DISABILITY

The Company must receive at its Administrative Office written notice and proof satisfactory to Us of the Insured's Total Disability.

Notice must be received:

1. While the Insured is living and Totally Disabled, and
2. Not later than one year after the termination of this Rider, and
3. Within one year after the due date of any premium that is requested to be waived or refunded.

The failure to give this notice within the time allowed will not deprive the Owner of the benefit, if that notice was given as soon as reasonably possible.

PROOF OF DISABILITY AND OF CONTINUANCE OF DISABILITY

The Company may ask for proof that the Insured has become and remains totally disabled. We may require examination and testing of the Insured by Our medical representative at Our expense as part of any proof to establish Total Disability and continuance of Total Disability. The Company will not ask for such proof, examination and testing on more than an annual basis after Total Disability has been established for a two-year period.

The Company will stop waiving premiums 30 days after the Company asks for proof and it is not provided.

Failure to provide proof within the time allowed will not, however, deprive the Owner of this benefit if evidence is provided that proof was given as soon as reasonably possible.

PREGNANCY BENEFIT

The Company will waive the premium due for the Policy and any riders listed on the Policy Specifications page or refund any such premium paid from the date pregnancy of the Insured began as established by a licensed medical professional until nine (9) months later. The licensed medical professional must not be a relative or employee of the Insured or Owner.

DISABILITY OR PREGNANCY COMMENCING DURING GRACE PERIOD

If Total Disability or pregnancy begins during a grace period under the Policy, payment of the overdue premium is required to avoid a lapse of insurance before the Company approves the claim under this Rider.

GENERAL PROVISIONS

Premiums waived by the Company will not be deducted from the Policy proceeds;

While premiums are being waived all benefits under the Policy and any riders attached will continue in force unless otherwise stated in the rider. Additional insurance may not be purchased under any guaranteed insurability rider while premiums are being waived.

RIDER PREMIUM

The premium for this Rider is shown on the Policy Specifications page.

TERMINATION

This Rider will terminate at the earliest of the following dates:

1. The Policy anniversary on which the Insured is age 65;
2. The date the Policy is terminated for any reason, or is continued under a nonforfeiture option;
3. The date of receipt of a written request from You for termination; or
4. Subject to the Grace Period provisions, the date premiums for this Rider are not paid when due.


CONSIDERATION

This benefit is issued in consideration of the Application, a copy of which is attached to the Policy, and the payment of the premium for this Rider as shown on the Policy Specifications page.

EFFECTIVE DATE

The effective date of this Rider will be the Policy Date, unless a later date is shown below.

Effective Date:

A handwritten signature in black ink, reading "Wesley H. Prothman", is centered within a large, thin black rectangular frame.

President & CEO

GERBER LIFE INSURANCE COMPANY

[1311 Mamaroneck Avenue
White Plains, New York 10605]

ACCELERATED DEATH BENEFIT RIDER

ACCELERATED PAYMENT OF LIFE INSURANCE BENEFITS FOR NON-CORRECTABLE
MEDICAL CONDITIONS RESULTING IN A LIFE EXPECTANCY OF 12 MONTHS OR LESS

Gerber Life Insurance Company has issued this Rider as a part of the Policy to which it is attached, provided the benefit is listed on the Policy Specifications page.

All terms of the Policy which are not inconsistent with this Rider apply to this Rider.

ANY BENEFIT PAYMENT AND COSTS UNDER THIS RIDER WILL BE A LIEN AGAINST THE POLICY DEATH BENEFIT AND ANY POLICY CASH OR OTHER ACCUMULATED VALUES.

ANY BENEFIT PAYMENT MADE UNDER THIS RIDER MAY BE TAXABLE. AS WITH ALL TAX MATTERS, A TAX ADVISOR SHOULD BE CONSULTED.

All terms used in this Rider have the same meaning as in the Policy unless otherwise stated. This Rider will have no effect on any other Rider attached to the Policy.

BENEFIT

This Rider allows the Owner of the Policy to which this Rider is attached to receive an Accelerated Death Benefit following a Qualifying Event. A Qualifying Event is defined as a non-correctable medical condition of the Insured that, with reasonable medical certainty, will result in the death of the Insured in 12 months or less.

The Owner may make only one request for an Accelerated Death Benefit. We must receive a written request. We must receive the request while the Policy is in force (other than as extended term or paid-up insurance, if available). We must receive written approval from any irrevocable beneficiary.

The Accelerated Death Benefit will be paid as a lump sum to the Owner or Owner's estate while the Insured is living, unless the benefit has been otherwise assigned or designated by the Owner. If the Insured dies after the Owner elects to receive an Accelerated Death Benefit but before any such benefit is received, the election shall be cancelled and the Death Benefit paid pursuant to the Policy.

AMOUNT OF BENEFIT

Subject to the conditions and limits stated in this Rider, We will pay the Accelerated Death Benefit You request.

Your request may not exceed 50% of the Death Benefit payable under the Policy.

Provided, however, the maximum Accelerated Death Benefit will not be less than 50% of the result of the current cash value minus any outstanding Policy loan(s).

The minimum amount that must be requested is the greater of 10% of the Death Benefit payable under the Policy or \$10,000.

Notwithstanding these minimum and maximum limits, if the Death Benefit payable under the Policy is less than \$20,000, you may accelerate the lesser of \$10,000 or 100% of the Death Benefit.

PAYMENT PROCEDURES

We will provide a claim form within 15 days of the acceleration request. If the claim form is not furnished within 15 days, You will have complied if You submit a written statement from a Physician certifying the Insured's medical condition and the Insured's life expectancy.

Physician means a Medical Doctor (MD) or Doctor of Osteopathy (DO) practicing within the scope of his or her license issued by the jurisdiction in which the Physicians' services are rendered. Such jurisdiction must be within the United States of America. The Physician may not be:

- (a) the Insured;
- (b) the Owner; or
- (c) a family member of either the Owner or the Insured. which includes any person related by blood or marriage

We reserve the right to require a second or third medical opinion to confirm benefit eligibility. The second or third medical opinions are at Our expense. The second medical opinion may include a physical examination by a Physician designated by Us. In the case of conflicting opinions, eligibility for benefits shall be determined by a third medical opinion that is provided by a Physician that is mutually acceptable to You and Us.

Prior to the payment of the Accelerated Death Benefit, We must receive from any assignee or irrevocable beneficiary a signed acknowledgement of concurrence for payout.

Payment of the Accelerated Death Benefit is due immediately upon Our receipt of the due written proof of eligibility as provided above. Any delay in the payment of the Accelerated Death Benefit is subject to the Payment of Death Benefit provision of the Policy.

FUTURE POLICY PREMIUMS

You have the option at the time of acceleration to either reduce the Accelerated Death Benefit payment by an amount actuarially determined to pay the remaining premiums or continue to pay premiums to keep the Policy in force. If any premium is not paid when due, the amount of the unpaid premium will be added to the lien.

COSTS OF THE ACCELERATED DEATH BENEFIT PAYMENT

There is no premium for this Rider. There will be an administrative fee added to the Accelerated Death Benefit at the time of payment. The fee will not exceed \$250.00.

We will charge interest on the Accelerated Death Benefit payment. Interest will accrue at the lesser of the current yield on 90-day United States Treasury bills or Policy loan interest rate. Provided, however, interest on the amount of the Accelerated Death Benefit payment equal to the cash value at the time of the acceleration shall be no more than the Policy loan interest rate stated in the Policy.

EFFECT OF ACCELERATED DEATH BENEFIT PAYMENT

The Accelerated Death Benefit payment, the administrative fee and any accrued interest will be a lien against the Death Benefit of the Policy. The total amount of this lien and all Policy loans outstanding will reduce the amount otherwise available under the Policy's Death Benefit and the Policy's cash value.

Policy premiums will be waived only as stated under the Future Policy Premiums provision above.

No matter how long the Insured lives, the Policy will terminate only if the total of all liens and loans equals or exceeds the Death Benefit. You may repay all or part of the lien at any time.

Any accidental death benefit provision of the Policy or any other rider attached to it will not be affected by the payment of an Accelerated Death Benefit payment.

Prior to or concurrent with the election to accelerate the Policy Death Benefits, We will provide the Owner and any irrevocable beneficiary with a statement demonstrating the effect of the acceleration of the payment of Death Benefits on the cash value, Death Benefit, premium, and policy loans (including policy liens) of the Policy. The statement will display any premium necessary to continue the Policy following the acceleration, and will display all expense and interest charges associated with accelerating the Death Benefit. The statements will state that future due and unpaid premiums may be included in the lien. The statement will include a disclosure that receipt of an Accelerated Death Benefit may affect eligibility for Medicaid or other government benefits or entitlements and may have income tax consequences.

REINSTATEMENT

If the Policy is reinstated, this Rider may be reinstated upon the same terms as stated in the Policy.

ELIGIBILITY

You are not eligible for payment under this Rider if:

- (a) You are required by law to use the Policy or this Rider to meet the claims of creditors, whether due to bankruptcy or otherwise;
- (b) You are required by a government agency to use the Policy or this Rider in order to apply for, obtain or retain a government benefit or entitlement; or
- (c) The Policy or this Rider is subject to any restrictions imposed by any court order or rule of law.

ASSIGNMENT

You may not assign this Rider or the Accelerated Death Benefit payment.

TERMINATION

This Rider will terminate at the earliest of the following:

- (a) You make a written request; or
- (b) The Policy terminates or is or is continued under a nonforfeiture option.

Termination will not prejudice the payment of an Accelerated Death Benefit for a Qualifying Event that occurred while the form was in force.

EFFECTIVE DATE

The Rider Effective Date will be the Policy Date, unless a later date is shown below.

The Accelerated Death Benefit is effective for accidents and illnesses which occur or first manifest on or after the Rider Effective Date.

Effective Date:



President and CEO



Gerber Life Insurance Company

Home Office: White Plains, New York
Administrative Office: 445 State Street, Fremont MI 49412
www.gerberlife.com

I. PERSONAL INFORMATION

PROPOSED INSURED: (Give full legal name)

First Name _____ Last Name _____ Middle Initial _____

Gender ☐ Male ☐ Female Date of Birth _____ Place of Birth (State/Country) _____
(Month Day Year)

Social Security Number _____ Driver's License Number _____ State _____

Legal Residence Address _____ City _____ State _____ Zip _____

Email Address _____

Primary Phone _____ Cell: ☐ Yes ☐ No Secondary Phone _____ Cell: ☐ Yes ☐ No

Occupation(s) _____ Employer or Business Name _____

Annual Earned Income \$ _____ How long with current employer? _____ Type of business where currently employed _____

Are you a United States citizen or do you have Permanent Legal Resident (Green Card) status? ☐ Yes ☐ No

COVERAGE APPLIED FOR:

☐ Whole Life ☐ Level Term Period (select one) ☐ 10 Years ☐ 15 Years ☐ 20 Years ☐ 30 Years

Face Amount Applied For (must be from \$25,000-\$1,000,000) \$ _____,000

OWNERSHIP:

Will someone other than the insured own the policy being applied for? ☐ Yes ☐ No

BENEFICIARY INFORMATION:

Primary Beneficiary(ies) _____ Relationship to the Insured _____

Contingent Beneficiary(ies) _____ Relationship to the Insured _____

II. AUTHORIZATION TO OBTAIN INFORMATION

I authorize any insurance company, employer, physician, medical professional, hospital, medical facility, pharmacy, consumer reporting agency, MIB, Inc., or any other person or organization that has any record of information about me to give to Gerber Life Insurance Company, its reinsurers or its authorized representatives, (together, the Company) information about other insurance coverage, employment, age, general character, finances, participation in hazardous activities, medical care or advice about any physical or mental condition, excluding drug and alcohol treatment information, or other information the Company requires to determine insurability, eligibility for benefits, investigate claims, or support the business operations of the Company related thereto. I further authorize the sources listed above except MIB, Inc. to give such information to a consumer reporting agency acting on behalf of Gerber Life Insurance Company. Gerber Life Insurance Company may release information obtained by this Authorization to its reinsurers, to MIB, Inc., to other insurers with whom I have policies or to whom I may apply or submit a claim, to other persons or organizations performing business or legal services in connection with an insurance transaction for me, or as may otherwise be lawfully required.

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

I have received a copy of the Notice of Insurance Information Practices. I or my authorized representative may obtain a copy of this Authorization on request. This Authorization will be valid for 24 months from the date signed. It is the Company's practice to prohibit third parties who lawfully receive nonpublic health information from re-disclosing or reusing the disclosed information. A photographic copy shall be as valid as the original. I understand that a copy of this authorization will be provided, upon request, to me or a person authorized on my behalf. I understand that disclosure of information to the Company may subject the information to re-disclosure in accordance with the Company's privacy policy and MIB, Inc. rules. This authorization may be revoked; however, it may not be revoked during the contestability period of the policy or to the extent the Company has taken action in reliance on this authorization. Notice of revocation may be sent, in writing, to Gerber Life Insurance Company at the address above.

☒ Signature of Proposed Insured _____ Date _____

☒ Signature of Policyowner (if other than Proposed Insured or Applicant) _____ Date _____

Signed at (City, State) _____

III. QUESTIONS OF THE PROPOSED INSURED

Height _____ Weight _____ Has your weight changed by more than 10 pounds in the past year?..... ☐ Yes ☐ No
(Feet) (Inches) (Pounds) (Pounds)

In the past 36 months, have you smoked or used tobacco in any form?..... ☐ Yes ☐ No

MEDICAL AND BACKGROUND QUESTIONS:

1. To the best of your knowledge and belief, has the Proposed Insured been diagnosed, treated, hospitalized or prescribed medication by a medical professional for any of the following:
 - a. Heart disorder, including a heart attack (myocardial infarction), angina, irregular heart beat or abnormal heart rhythm (arrhythmia), chest pain, hypertension (high blood pressure), heart murmur, any blockage or narrowing of the arteries, any aneurysm, stroke or transient ischemic attack (TIA or mini-stroke) or rheumatic fever?..... ☐ Yes ☐ No
 - b. Diabetes, high blood sugar or sugar in the urine, anemia, blood or platelet disorders (excluding HIV), elevated cholesterol, liver disease, hemophilia, kidney disease (other than kidney stones), protein or blood in the urine, Crohn's disease, ulcerative colitis, disease or disorder of the stomach, bladder or prostate, other intestinal or digestive tract disease or pancreatitis?..... ☐ Yes ☐ No
 - c. Internal cancer or tumor, cyst, melanoma, lymphoma, leukemia, disorder of lymph nodes?..... ☐ Yes ☐ No
 - d. Alzheimer's disease, dementia, memory loss, seizures, mental retardation, including Down's Syndrome, multiple sclerosis (MS), muscular dystrophy (MD), Parkinson's disease, amyotrophic lateral sclerosis (ALS), any brain or nervous system disorder, cerebral palsy or any form of muscular atrophy?..... ☐ Yes ☐ No
 - e. Sleep apnea, cystic fibrosis, emphysema or chronic obstructive lung disease (COPD), shortness of breath, asthma or other respiratory disorder, rheumatoid arthritis, paralysis or connective tissue disorder (including lupus or scleroderma)?..... ☐ Yes ☐ No
 - f. Dizziness, fainting spells, anxiety, depression, eating disorders or any other psychological or emotional disorder?..... ☐ Yes ☐ No
 - g. Arthritis, rheumatism, or any disease or disorder of the back, spine, bones, joints or muscles?..... ☐ Yes ☐ No
 - h. Varicose veins, varicose ulcer or phlebitis, syphilis or a hernia?..... ☐ Yes ☐ No
 - i. Any disease or disorder of the eyes, ears, nose or throat?..... ☐ Yes ☐ No
 - j. Any other illness or injury requiring medical attention or blood transfusions?..... ☐ Yes ☐ No
2. To the best of your knowledge and belief, has the Proposed Insured had a natural parent or sibling who was diagnosed with or died of cancer, heart disease or diabetes prior to the age 60?..... ☐ Yes ☐ No
3. To the best of your knowledge and belief, has the Proposed Insured ever been diagnosed or treated by a medical professional for acquired immune deficiency syndrome (AIDS), AIDS-related complex (ARC) or antibodies to human T-lymphotropic virus type III (HTLV)?..... ☐ Yes ☐ No
4. During the past 5 years, has the proposed insured:
 - a. Been a patient in any hospital, clinic, dependency program, halfway house or other medical facility?..... ☐ Yes ☐ No
 - b. Used controlled substances such as cocaine, heroin, amphetamines, barbiturates, hallucinogens, or any other controlled substance not prescribed by a physician?..... ☐ Yes ☐ No
 - c. Been treated by a physician or been advised by a physician to seek treatment for drug or alcohol use?..... ☐ Yes ☐ No
 - d. Been advised to have any test (except HIV tests), treatment, surgery, hospitalization or consultation with a medical professional which has not been completed or for which results have not been received?..... ☐ Yes ☐ No
 - e. Had any special examinations or laboratory tests such as X-rays, electrocardiograms, blood tests or urine tests (other than AIDS-related blood tests)?..... ☐ Yes ☐ No
 - f. Had a life, health or hospital expense insurance application postponed, rated up, ridered or declined or had insurance renewal or reinstatement refused?..... ☐ Yes ☐ No
 - g. Received benefit payments for accident or sickness, or applied to any government or insurance organization for such benefits?..... ☐ Yes ☐ No
5. a. To the best of your knowledge and belief, has the Proposed Insured ever had any disorder of any genital or reproductive organ? ☐ Yes ☐ No
b. To the best of your knowledge and belief, is the proposed insured currently pregnant?..... ☐ Yes ☐ No
6. a. During the past 5 years, has the Proposed Insured had their driver's license suspended or revoked, been convicted of or pled "guilty" to driving under the influence (OWI/DUI/DWI) or to more than 3 moving violations?..... ☐ Yes ☐ No
b. During the past 5 years, has the Proposed Insured been convicted of a felony, or been on probation/parole, or currently have charges pending?..... ☐ Yes ☐ No
7. During the next 12 months, does the Proposed Insured contemplate residence or travel outside of the U.S.A.?..... ☐ Yes ☐ No
8. Does the Proposed Insured belong to or intend to join the National Guard or Military?..... ☐ Yes ☐ No
9. a. Within the past 5 years has the Proposed Insured flown other than as a fare-paying passenger, or is the Proposed Insured contemplating or planning to fly, as a pilot, crew member or student?..... ☐ Yes ☐ No
b. Within the past 5 years has the Proposed Insured participated in, or contemplating or planning participation in any hazardous sport or activities?..... ☐ Yes ☐ No

ADDITIONAL INFORMATION

OTHER COVERAGE

Do you have any life insurance or annuities in force or is any application for life insurance or reinstatement now pending?..... ☐ Yes ☐ No
If "Yes", please complete below.

Company Name _____ City, State _____

Face Amount _____ Month/Year Issued _____ Is Coverage to be Replaced?..... ☐ Yes ☐ No

Company Name _____ City, State _____

Face Amount _____ Month/Year Issued _____ Is Coverage to be Replaced?..... ☐ Yes ☐ No

If this policy is issued, will any other life, accident or health insurance or annuity be cancelled, terminated, lapsed or not renewed? ... ☐ Yes ☐ No

RIDERS

Would you like to purchase:

(a) Waiver of Premium Rider?..... ☐ Yes ☐ No

(b) Guaranteed Insurability Benefit Rider?..... ☐ Yes ☐ No

IV. ACKNOWLEDGEMENT OF INFORMATION PROVIDED

It is understood and agreed that:

All statements and answers made in all parts of this application are true and complete to the best of my knowledge and belief, and shall be the basis for and become part of any policy issued as a result of this application. Other than as stated in any conditional receipt, any policy issued will not take effect until it has been approved and the initial full premium(s) due have been received by the Company while the proposed insured is alive and all statements and answers in all parts of the application continue to be true and complete. I will notify the Company of any changes to the statements and answers given in any part of the application which occur before the policy is approved and payment is received by the Company.

☒ Signature of Proposed Insured _____ Date _____

☒ Signature of Policyowner (if other than Proposed Insured or Applicant) _____ Date _____

Signed at (City, State) _____



Gerber Life Insurance Company

445 State Street, Fremont MI 49412
www.gerberlife.com

PRODUCER CERTIFICATION Must be Completed by Producer if applicable

To the best of your knowledge,

1. Does the Proposed Insured have any life insurance or annuities in force or is any application for life insurance or reinstatement now pending? (If Yes, complete appropriate replacement forms)..... ☐ Yes ☐ No

2. Will the coverage applied for replace any life insurance or annuity coverage now in force or pending on the life of the Proposed Insured? (If Yes, complete appropriate replacement forms)..... ☐ Yes ☐ No

Is this a 1035 Exchange? ☐ Yes ☐ No

Is this an internal term conversion? ☐ Yes ☐ No

I certify that I have no knowledge of anything which might affect the insurability of any person proposed for insurance which is not fully set forth herein ☐ Yes ☐ No

Agent ID _____ Date _____

☒ Signature of Licensed Agent _____ Printed Name of Licensed Agent _____

Reflexive Questions

The following are proposed reflexive questions:

Ownership – If applicant indicates yes then:

Name of Owner: Last _____ First _____ M.I. _____

Owners Date of Birth (if trust date created): __/__/__ (mm/dd/yy)

Relationship of Owner to Insured: _____

Legal Residence of Owner: _____ City: _____

State: _____ Zip code: _____

Will ownership be transferred to another person or entity in the future: Yes No

If yes, please identify: _____

Weight Loss Question

If the applicant indicates a weight change then:

Please select the reason for the weight loss:

Change in Lifestyle, diet/exercise program, pregnancy, change in eating habits, medical condition, other

Tobacco Question

When was the last time you used any tobacco? ____Months ____Years

Medical & Background Questions – *If applicant indicates yes to questions 1a, b, c, d, e, f, g, h, i, j, or 5a then:*

Condition: _____

Date of Diagnosis: MM/YYYY

Has there been any treatment in the last 6 months: Y or N, if Y, then date of last treatment, MM/YYYY

Have you been admitted to the hospital for this condition: Y or N, if Y then date of admission MM/YYYY

Are you currently taking any prescription drugs for this condition: Y or N, if Y then how many?

Do you have any other medical impairments related to this condition: Y or N

If applicant indicates yes to question 2 then:

Please indicate which of the following relatives was effected:

Relative	Condition	Age at Death

If applicant indicates yes to 4a, b or c then:

4a, if yes, then ask what condition, follow reflexive question outline for question 1

4b, 4c – No reflexive questions

If applicant indicates yes to 4d or e then:

Type of Treatment, Test or Procedure:

Date of Treatment, Test or Procedure:

For what condition is this test being performed. If specific medical condition, follow reflexive questions outlined for question 1.

If applicant indicates yes to 4f or g then:

Type of Policy:

Date application or receipt of benefits:

If applicant indicates yes to 5 b then:

Expected Delivery Date:

If applicant indicates yes to 6 then:

No reflexive questions asked

If applicant indicates yes to 7 then:

Please indicate which countries you will be visiting (drop down list of all countries)

If applicant indicates yes to 8 then:

Date of Enlistment:

Branch of Military Service:

Are you currently deployed overseas or will you be deployed overseas in the next 12 months: Yes No

If applicant indicates yes to 9a then:

If Y, then indicate the type of pilot: drop down list (commercial, instructor, military, private, student, and test)

If Commercial Pilot selected:

Do you fly EXCLUSIVELY for a regularly scheduled major commercial airline? (Example of these would be United, American, Delta, UPS, FedEx)

Yes No

Is this your primary occupation?

Yes No

Do you wish to take the Aviation Exclusion? Doing so limits your policy to non-aviation related claims only

Yes No

What type of flying are you engaged in?

How many total solo hours have you flown?

Type of Aircraft you fly?

Estimated hours you will fly in the next 12 months? _____

Are you ATP or IFR certified?

Yes No

If Private Pilot selected:

Do you wish to take the Aviation Exclusion? Doing so limits your policy to non-aviation related claims only

Yes No

What type of flying are you engaged in?

How many total solo hours have you flown?

Type of Aircraft you fly?

Estimated hours you will fly in the next 12 months? _____

Are you ATP or IFR certified?

Yes No

Above questions the same for private, instructor and student pilot, no reflexive for test pilot.

If Military Test Pilot is selected then:

Is this your primary occupation?

Yes No

Do you wish to take the Aviation Exclusion? Doing so limits your policy to non-aviation related claims only.

Yes No

How many solo hours per year do you fly? _____

How many total solo hours have you flown? _____

In which part of the Military are you based? _____

Type of aircraft you fly? _____

Estimated hours you will fly in the next 12 months? _____

Are you ATP or IFR certified? Yes No

If applicant indicates yes to 9b then: Drop down list of avocations below

Please select an avocation from the list. If no appropriate avocation is available select Others.

Scuba Diving
Skin Diving
Sky Diving/Parachuting
Hang Gliding
Ballooning
Bungee Jumping
Motorcycle Racing
Motorcar Racing
Mountain Climbing
Cave Exploration
Rodeo
Others

Avocation - If yes to "b."

b. Any hazardous or extreme sports, avocations or activities such as any form of organized motor racing, scuba diving, hang gliding, cave exploration, parachuting, mountain, rock or ice climbing, rodeo, bungee jumping or ballooning?

(If scuba diving selected)

What depth do you dive to? _____

Do you participate in any of the following diving activities? (*Select one*) (Commercial diving, case diving salvage diving treasure diving)

Do you have your Open Water Certification? Yes/No

When did you last scuba dive? _____

Number of dives planned in the next two years? _____

Have you in the past or do you intend to participate in any record breaking attempts in the future? _____

(If PARACHUTING selected)

When did you last parachute? _____

Do you participate in professional or amateur parachuting? _____

What type of professional parachuting do you do? *(Select one)* (Stunt, Instructor, Professional parachuting other than stunt or instructing)

Are you affiliated with a parachuting club? _____

Do you do Base Jumping? _____

How many parachuting jumps have you made in total? _____

How many parachuting jumps do you have planned in the next two years? _____

Have you in the past or do you intend to participate in any record breaking attempts in the future? _____

(If HANG GLIDING selected)

When did you last hang glide? _____

How frequent do you hang glide (times per year)? _____

Are you a USHGA member? _____

Are you an instructor? _____

Do you make record attempts? _____

Do you use powered hang gliders? _____

(If MOTORCYCLE RACING selected)

Do you participate in professional or amateur racing? _____

When did you last participate in motorcycle racing? _____

How many races do you have planned in the next two years? _____

What type of Motorcycle racing do you participate in? *(Select One)* (Circuit racing, drag racing, acrobatics, cross country)

What is the size of the engine of the motorcycle you ride (e.g. 250cc)? _____

Have you in the past or do you intend to participate in any record breaking attempts in the future? _____

(If MOTORCAR RACING selected)

Do you participate in professional or amateur racing? _____

When did you last participate in motorcar racing? _____

How many races do you have planned in the next two years? _____

Do you participate in International Events? _____

What type of Motorcar racing do you participate in? *(Select One)* (Road Racing, Stock Cars, Sports Car Racing, Drag Racing)

What is the size of the engine of the road racing motorcar (e.g. 250 cc)? _____

What stock car category do you participate in? *(Select One)* (Grand Nations (NASCAR, Super Speedway), Late-Model-Sportsman, Modified Amateur (Hobby division, Jalopy racing, Other)

What sports car category do you participate in? *(Select One)* (Rally, Trans-AM, Sports A, Sedan A, Production A, B; Sports B, Sedan B, Production C, IMSA-GT)

What drag racing category do you participate in? *(Select One)* (Top fuel, Top fuel Eliminator, Funny Car, Other)

What are the maximum drag racing speeds you race at? _____

Have you in the past or do you intend to participate in any record breaking attempts in the future? _____

(If MOTORBOAT RACING selected)

Do you participate in professional or amateur racing? _____

When did you last participate in motorboat racing? _____

How many races do you have planned in the next two years? _____

What type of Motorboat racing do you participate in? *(Select One)* (Drag Racing; Unlimited Hydroplanes (Thunderboats); Limited local Competitions at low speeds (under 90 mph straight) or (under 75 mph oval); Other Oval)

What are the maximum drag racing speeds you race at? _____

What are the maximum other oval speeds you race at? _____

What are the maximum other straightaway speeds you race at? _____

Have you in the past or do you intend to participate in any record breaking attempts in the future? _____

All other avocations in the list do not have reflexive questions.

GERBER LIFE INSURANCE COMPANY

1311 Mamaroneck Avenue
White Plains, New York 10605

DISCLOSURE STATEMENT FOR ACCELERATED BENEFIT PAYMENT OPTION

GENERAL DESCRIPTION OF THE ACCELERATED DEATH BENEFIT

The Accelerated Benefit Payment Option allows the Owner of the Policy to receive an accelerated benefit if the Insured's life expectancy is 12 months or less.

The Owner may make only one request for an Accelerated Death Benefit payment. The Owner may request an Accelerated Death Benefit payment of up to 50% of the Death Benefit. The minimum Accelerated Death Benefit payment the Company will pay is 10% of the Death Benefit or \$10,000 whichever is greater. Notwithstanding these minimum and maximum limits, if the Death Benefit payable under the Policy is less than \$20,000, you may accelerate the lesser of \$10,000 or 100% of the Death Benefit. The Accelerated Death Benefit will be paid as a lump sum.

Request for an Accelerated Death Benefit payment must be in writing and the Company must receive the request while the Policy is in force. The Company must receive written approval by any irrevocable beneficiary under the Policy and a full release of any assignment of the Policy as collateral.

TAX CONSEQUENCES OF RECEIVING AN ACCELERATED DEATH BENEFIT PAYMENT

Depending on a number of factors, an Accelerated Death Benefit payment may be considered taxable income. The Owner should seek assistance from a qualified tax advisor before requesting an Accelerated Death Benefit.

COSTS OF THE ACCELERATED DEATH BENEFIT PAYMENT

There is no premium or cost of insurance for the Option. However, the Company will add an administrative fee not exceeding \$250 to the Accelerated Death Benefit at the time of payment. The Company will charge interest on the Accelerated Death Benefit payment. Interest will accrue on the amount of the Accelerated Death Benefit at the lesser of the current yield on 90-day United States Treasury bills or Policy Loan interest rate.

EFFECT OF ACCELERATED BENEFIT PAYMENT

The Accelerated Death Benefit payment, the administrative fee and any accrued interest will be a lien against the Policy. The total amount of the lien outstanding will reduce the amount otherwise available under the Policy's Death Benefit and Net Cash Value. The Net Cash Value is the amount available upon surrender of the Policy and available for policy loans.

If premiums are required to be paid under the Policy, they will remain payable and will not be reduced or eliminated as a result of an Accelerated Death Benefit payment.

No later than the time the benefit payment is made, We will provide You with a written notice showing the dollar amount of the payment and the remaining available amount of death benefit and Net Cash Value, if any.

ACKNOWLEDGMENT

I, the undersigned Insured (and Owner if other than the Insured), acknowledge that I have read and received this Disclosure Statement for Accelerated Death Benefit Option at the time of application for the Policy.

Proposed Insured's Signature

Date

Owner's Signature (if other than Insured)

Date

Agent or Broker's Signature

Date

SAMPLE ILLUSTRATION

The sample illustration below shows the effect of an Accelerated Death Benefit payment. The sample assumes a policy in the sixteenth (16th) policy year with a: 1) \$100,000 death benefit; 2) \$20,000 Cash Value, and 3) no outstanding Indebtedness. It also assumes the owner has requested the maximum accelerated benefit amount and an administrative fee of \$250. The lien interest rate at the time of calculation is 5%.

Before Accelerated Death Benefit Payment

Death Benefit	\$ 100,000
	<u>x 50%</u>
Maximum Accelerated Death Benefit Available	\$ 50,000

Immediately After Accelerated Death Benefit Payment

Amount of Accelerated Benefit Payment (Lien Amount)	\$ 50,000
less: Administrative Fee	<u>\$ 250</u>
Amount Paid	\$ 49,750
Death Benefit	\$ 100,000
less: Lien Amount	<u>\$ 50,000</u>
Death Proceeds Payable at Insured's Death	\$ 50,000
Net Cash Value	\$ 20,000
less: Lien Amount	\$ 50,000
Remaining Net Cash Value	\$ 0

One Year After Accelerated Death Benefit Payment

Amount of Accelerated Benefit Payment	\$ 49,750
plus: Administrative Fee	\$ 250
plus: Accrued Lien Interest *	<u>\$ 2,500</u>
Lien Amount	\$ 52,500
Death Benefit	\$ 100,000
less: Lien Amount	<u>\$ 52,500</u>
Death Proceeds Payable at Insured's Death	\$ 47,500
Net Cash Value Before Accelerated Death Benefit Payment	\$ 23,000
Less: Lien Amount	\$ 52,500
Net Cash Value	\$ 0

* Important Notice: Interest begins at payment and will increase the amount of the Indebtedness over time.

SERFF Tracking Number:	FRCS-127761297	State:	Arkansas
Filing Company:	Gerber Life Insurance Company	State Tracking Number:	50117
Company Tracking Number:	5478		
TOI:	L071 Individual Life - Whole	Sub-TOI:	L071.101 Fixed/Indeterminate Premium - Single Life
Product Name:	Simplified Whole Life		
Project Name/Number:	Gerber/173/173		

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment:		
AR RDB.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments:		
Applications attached under Form Schedule tab.		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Actuarial Memo		
Comments:		
Attachments:		
Actuarial Memo ADB-11-WL-AR.pdf		
Actuarial Memo HWLP-11-AR.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments:		
Attachment:		
AR SOV HWLP-11-AR and forms.pdf		

	Item Status:	Status Date:
Satisfied - Item: Third Party Authorization		

<i>SERFF Tracking Number:</i>	<i>FRCS-127761297</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Gerber Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>50117</i>
<i>Company Tracking Number:</i>	<i>5478</i>		
<i>TOI:</i>	<i>L071 Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L071.101 Fixed/Indeterminate Premium - Single Life</i>
<i>Product Name:</i>	<i>Simplified Whole Life</i>		
<i>Project Name/Number:</i>	<i>Gerber/173/173</i>		

Comments:

Attachment:

Auth_10-24-11.pdf

Item Status:

Status

Date:

Satisfied - Item: Certification of Compliance

Comments:

Attachment:

AR CoC.pdf

STATE OF ARKANSAS
READABILITY CERTIFICATION

COMPANY NAME: Gerber Life Insurance Company

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
HWLP-11-AR	55.0
GIR-11-WL	52.6
WPB-11	50.3
ADB-11-WL-AR	50.2
AWLTL-11	50.2
RQ-WLTL-11	66.7
WLADBD-11	54.0



Robert J. Lodewick
Vice President, General Counsel & Secretary

October 24, 2011

Date

Memorandum of Variable Material for
Forms HWLP-11-AR, GIR-11-WL, WPB-11, ADB-11-WL-AR, AWLTL-11,
and RQ-WLTL-11
Gerber Life Insurance Company
October 15, 2011

Individual Whole Life Policy: HWLP-11-AR

Provision with Brackets and Page Number	Description
Company Address and Customer Service Phone Number (Cover page)	The Company address and customer service phone number are displayed in brackets to allow for changes that may occur in the future.
Signatures and Titles of Officers (Cover page)	The signatures and titles of the signing company officers are bracketed to allow for future changes in the officers authorized to sign the policy.
Insured, Policy Number, Sex and Age (page 3)	John Doe Information: Name, sex and age of individual who is insured and the assigned policy number is inserted. Varies by insured.
Owner (page 3)	John Doe Information: Name of owner inserted; may be the same or different from named insured.
Face Amount (page 3)	John Doe Information. Face amount will be based on the actual insured. Face amounts will range from \$10,000 through \$1 million, in increments of \$1,000 in any combination. The face amount could be lower if it is issued as a conversion from a group life policy.
Rate Classification (page 3)	John Doe Information: This will be one of the following options: Preferred Plus, Preferred, Standard (Table A & B) and Substandard (Tables C-H)
Maturity Date (page 3)	John Doe Information based on actual insured.
Policy Date (page 3)	John Doe information based on actual insured. Insert exact date policy is effective.
Issue Date (page 3)	John Doe information based on actual insured. Insert exact date policy is issued by the company to an individual.
Annual Premium (page 3)	John Doe information based on actual insured.
Rider information	Includes Form number, Description, Years Payable and Annual Premium. Rider information will print if the rider is issued with the policy.
Premium Mode Selected	John Doe information based on actual insured. This will be one of the premium modes shown below.
Premium Due Date	John Doe information based on actual insured.
Values for Premium Mode Available	John Doe information based on actual insured for each of the modes.

Table of Guaranteed Policy Values (page 4)	John Doe information based on actual insured showing values for Cash or Loan Value, Reduced Paid-up Insurance and Extended Term Insurance
Administrative Office (page 5)	The Administrative Office address is displayed in brackets to allow for changes that may occur in the future.
Company Address and Customer Service Phone Number (Back cover)	The Company address and customer service phone number are displayed in brackets to allow for changes that may occur in the future.

Accelerated Death Benefit Rider: ADB-11-WL-AR

Provision with Brackets and Page Number	Description
Company Address	The Company address is displayed in brackets to allow for changes that may occur in the future.
Signature and Titles of Officer (last page)	The signature and title of the signing company officer is bracketed to allow for future changes in the officer authorized to sign the rider.

Guaranteed Insurability Benefit Rider: GIR-11-WL

Provision with Brackets and Page Number	Description
Company Address	The Company address is displayed in brackets to allow for changes that may occur in the future.
Signature and Titles of Officer (last page)	The signature and title of the signing company officer is bracketed to allow for future changes in the officer authorized to sign the rider.

Waiver of Premium Rider: WPB-11

Provision with Brackets and Page Number	Description
Company Address	The Company address is displayed in brackets to allow for changes that may occur in the future.
Signature and Titles of Officer (last page)	The signature and title of the signing company officer is bracketed to allow for future changes in the officer authorized to sign the rider.

Application: AWLTL-11: None

Reflexive Questions: RQ-WLTL-11: None



Gerber Life Insurance Company
1311 Mamaroneck Avenue • Suite 350
White Plains, New York 10605
Tel: 914.272.4069 • Fax: 914.272.4099



October 24, 2011


To: The Insurance Commissioner

Authorization

This letter, or a copy thereof, will authorize the consulting firm of First Consulting & Administration, Inc., Kansas City, Missouri, to represent this Company in matters before the Insurance Department.

This Authorization shall be valid until revoked by us.

Gerber Life Insurance Company

By: _____

Title: Vice President, General Counsel & Secretary

**STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE**

Company Name: Gerber Life Insurance Company

Form Title(s): Individual Whole Life Policy
Guaranteed Insurability Benefit Rider
Waiver of Premium Rider
Accelerated Death Benefit Rider
Life Application
Reflexive Questions
Accelerated Death Benefit Disclosure Notice

Form Number(s): HWLP-11-AR
GIR-11-WL
WPB-11
ADB-11-WL-AR
AWLTL-11
RQ-WLTL-11
WLADBD-11

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Reg. 19, as well as the other laws and regulations of the State of Arkansas.



Robert J. Lodewick
Vice President, General Counsel & Secretary

October 24, 2011

Date